

AGREEMENT

Between

TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY

And

LOCAL NO. 1031

January 1, 2007 to December 31, 2009

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PREAMBLE AND RECOGNITION

A. This Agreement entered into this 12th day of November 2009, by and between the Township of Cranford in the County of Union (hereafter called the "Employer" or the "Township"), and The Communications Workers of America, AFL-CIO's Local 1031 duly appointed representative (hereafter referred to as "CWA" or the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Township hereby recognizes the Union as the sole and exclusive bargaining agent for all regularly employed non-supervisory, blue and white collar employees employed by the Township in the areas of pay, wages, hours of work, benefits and other terms and conditions of employment.

C. The following employees of the Township are hereby excluded from this Agreement: Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, mechanics, professional employees, uniformed police employees, uniformed fire employees, Information Technologies Employees casual employees, seasonal employees, , crossing guards, and all other employees employed by the Township of Cranford who are covered by another bargaining unit.

ARTICLE 1
DUES CHECKOFF AND AGENCY FEE

A. Dues Checkoff

Upon receipt of properly written authorization from the employee, the Township, shall deduct Union dues in the amount of 1.15% of gross pay, or such other amount as may be certified by CWA to the Township at least thirty (30) days prior to the month in which the deduction of Union dues is to be remitted by the Township. The Township shall remit the dues to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW, Washington, DC 20001-2797. Said remittance shall be made by the 10th day of the month following the calendar month in which such deductions are made, along with a list of names, amount of dues deducted and social security number for each Union member from whom such deductions are made.. A list of names, addresses, titles and salaries shall be sent to CWA Local 1031, 84 Culver Road, Monmouth Junction, NJ 08852 at the request of the Union but no more than once per quarter.

B. Agency Fee

The Township further agrees to deduct from the pay of each employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing with the 30th day of employment. The representation fee in lieu of dues shall only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Township.

C. Hold Harmless

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township or the Union under the provisions of this Article of the Agreement and for any attorney fees incurred by the Township in connection with any such claim or suit that may be filed.

ARTICLE 2

MANAGEMENT RIGHTS

A. Employer hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Township Government and its properties, facilities, and its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees.
4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township.
5. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.
6. Nothing contained herein shall prohibit the Township from contracting out any work.
7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of conduct as contained within the rules and regulations of the employees' respective Township Departments and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and hereby in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et. seq. or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Four herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE 3

NO STRIKE

A. 1. There shall be no strikes, work stoppages, slowdowns or other interruptions of work for any reason whether or not specified herein or contemplated by the parties at the time this contract is made, and whether or not the reason for such conduct is subject to any grievance and situation provisions that may be contained in this contract. Any such action shall be a violation of this Agreement.

2. No officer or representative of the Union shall authorize, institute or condone any such activity. The Township shall have the right to take disciplinary action, including discharge against any employee participating in a violation of the provisions of this Article. Nothing contained in this Agreement shall be construed to limit or restrict the rights of any of the parties to this Agreement to pursue fully any and all remedies available under the law in the event of a violation of this Article, including the right to institute civil action for damages and injunctive relief.

B. In consideration of the foregoing, the Township agrees not to lock-out or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE 4
UNION RIGHTS

A. Union Activities

1. When an authorized representative is excused from his/her assigned duties, in order to investigate a grievance or represent a grievant, he/she shall:

- a) notify the supervisor of the general nature of the absence;
- b) notify his/her supervisor or designated representative upon return

2. No loss of pay shall be incurred as a result of pursuing a grievance or disciplinary appeal through the Grievance Procedure.

3. Up to three (3) members of CWA's negotiating committee will be granted time with pay to negotiate a successor contract.

4. The Union will be permitted to hold meetings no more than once a month to be attended by members on non-work time, on Township property. Union Stewards and members shall also have the right to distribute written materials and discuss Union matters with employees. At the conclusion of the meeting, the Union will clean and restore the meeting room to its pre-meeting condition.

B. Posting of Official Business

The Township shall supply a space for posting in the Police Department, the Public Works Department, Community Center, Fire Department and Centennial Avenue Swim Pool, and the Municipal Building for the exclusive use of CWA. The Union shall have use of the space for posting in a mutually agreeable place. This space for posting will be solely for the purpose of exhibiting official business of the Union. Appropriate material in such space for postings shall be posted and removed by representatives of the Union. The material shall not contain anything profane, obscene or defamatory with respect to the Township or its representatives and employees nor anything constituting partisan political activity. Materials which violate provisions of this Article shall not be posted by the Union.

Material to be posted will consist of the following:

- 1) Union elections and results thereof;
- 2) Union appointments;
- 3) Union meetings and activities;
- 4) Social and recreational events of the Union;
- 5) Reports of official Union business and achievements.

C. Shop Stewards

The Union has the sole right and discretion to designate no more than four (4) Shop Stewards in the Municipal Building and one (1) per other worksite, as well as one (1) in dispatch and to specify their responsibilities and authority regarding the terms and conditions of the labor Agreement. The Union agrees to notify the Employer of the identity of the shop steward in writing.

ARTICLE 5
DISCIPLINE

A. Purpose

1. The purpose of this procedure is to assure (at the lowest level) equitable solutions to the problems which may arise affecting the terms of the Agreement and conditions of employment by providing the exclusive vehicles set forth for the settlement of grievances.

2. Any discipline which results in a removal or suspension shall not be imposed prior to the employee(s) having a formal hearing with the Township Administrator or designee, unless there is imminent threat to health or safety.

B. Definitions

1. **Minor Discipline** is defined as any disciplinary action involving a three (3) day suspension or less, including docking of pay for less than three (3) days and letters of reprimand.

2. **Major Discipline** is defined as any disciplinary action involving a suspension greater than three (3) days, including docking of pay for more than three (3) days.

3. An employee may only be disciplined for just cause.

ARTICLE 6
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township.

C. With regard to the employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, excluding any merit pay decisions. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union shall institute written action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. The written grievance at this Step shall be for just cause and contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Two: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Administrator within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the

matter in dispute. The Township Administrator shall respond in writing to the grievance within thirty (30) calendar days of the submission.

Step Three: In the event CWA is not satisfied with the decision at Step 2, or in the event that the Township Administrator has rendered no decision within twenty (20) calendar days after receiving the grievance, CWA shall present the grievance to the Township Grievance Committee. The Committee shall render its decision forty-five (45) calendar days from its receipt of the grievance from the CWA.

Step Four: In the event CWA is not satisfied with the decision at Step 3, or in the event that the Township Grievance Committee has rendered no decision within forty-five (45) calendar days after receiving the grievance, CWA only may file with PERC (Public Employee Relations Commission) for arbitration of the grievance with a mutually agreed upon arbitrator within fifteen (15) calendar days after receiving the answer at Step 3, or when the answer should have been received. A copy of the filing shall be provided to the Township. The arbitrator's decision shall be final and binding on the parties to the extent permitted by law. The Township and CWA shall share the cost of the arbitrator equally.

E. The arbitrator shall be bound by the provisions of this Agreement, restricted to the applications of the facts presented to him/her involved in the grievance and limited to the interpretation of the Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of this Agreement. Furthermore, the arbitrator shall be bound by the laws of the State of New Jersey and shall be without power to advise or direct the omission of any illegal act or acts beyond the legal authority of the parties.

F. Only one (1) grievance at a time may be submitted to arbitration.

G. Upon prior notice and authorization of the employee's Department Head, the designated Union representative shall be permitted as a member of the Union's Grievance Committee to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of

pay, provided the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

ARTICLE 7
SALARIES AND WAGES

Increases in wages shall be provided as follows:

1. January 1, 2007 - December 31, 2007 - 3.5%
2. January 1, 2008 - December 31, 2008 - 3.5%
3. January 1, 2009 - December 31, 2009 - 0%

ARTICLE 8
HOURS OF WORK

A. The Township agrees to schedule each covered full-time Employee for seven and a half (7.5) hours of work each day and for thirty seven and a half (37.5) hours of work each week Monday through Friday inclusive. There shall be no split shifts.

B. The Township shall allow a non-paid one (1) hour lunch period each day.

C. Court personnel work thirty five (35) hours per week and the DPW Secretary works forty (40) hours per week.

ARTICLE 9

OVERTIME

A. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head or Township Administrator. During emergency conditions employees will be working past the 24th hour, anytime after that will continue as the rate of time and one-half ($1\frac{1}{2}$) the normal hourly rate.

B. Overtime shall be paid for all work performed in excess of eight (8) hours per day or an average of forty (40) hours per week at the rate of one and one-half ($1\frac{1}{2}$) times the computed hourly rate. The work day shall be defined as day in which the greatest number of hours are worked.

C. Working hours and daily schedules of employees will be arranged to fit the needs of the Township. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

D. The Township agrees to guarantee an employee recalled to work after completing a normal day's work, on any day, Monday through Friday, a minimum of two (2) hours work or pay in lieu thereof. This provision is not applicable to an early call-in within two (2) hours before the employee's normal starting time. Except for dispatch, an employee required to work on either a Saturday, Sunday or Holiday shall be provided with a minimum of four (4) hours work on such day or four (4) hours pay at one and one half ($1\frac{1}{2}$) times employee's straight-time hourly rate of pay.

E. The Township reserves the right to assign extra duty based upon reverse seniority. The Township must approve the assignment of all overtime work. There shall be no pyramiding of overtime.

ARTICLE 10

SICK LEAVE

A. Policy

Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;

2. Is quarantined by a physician because the employee has been exposed to a contagious disease;

3. Has need to visit a medical professional during the work shift. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday. In such cases, sick leave may be charged in $\frac{1}{4}$ working-day units.

4. Has a member of the immediate family (child, spouse, parent or relative residing in the employee's household) with an illness which requires the employee to stay home or to take the relative to receive medical care. Circumstances other than those listed within this paragraph will be reviewed by the Administrator on a case-by-case basis.

B. A day, for purposes of sick leave, shall be equal to the normal number of hours worked by the employee except for dispatch which shall have sick time converted to hours as per current practice (90 hours).

C. Eligibility

Each full-time employee shall be eligible for sick leave. The Township shall notify each employee at the time of hiring as to eligibility for sick leave. Full-time employees shall receive twelve (12) sick days per calendar year. For any full-time employee employed less than one (1) year, sick days shall be earned at a rate of one (1) day per month. Unused sick leave accumulates with each year of service.

D. Reporting

1. If an employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or Supervisor shall be notified within two (2) hours of starting time, or a reasonable time in the case of an emergency, on each day of absence.

2. The employee reporting sick leave shall notify the Supervisor of:

a. The telephone number where the employee may be contacted during sick leave;

b. The expected duration of sick leave, if known.

3. The Supervisor shall record this information on the appropriate sick leave form.

4. Failure to notify the Department Head or Supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent and fails to notify the Department Head or Supervisor could be subject to dismissal.

E. General

1. Habitual absenteeism may be cause for discipline up to and including discharge.

2. During protracted periods of illness or disability of an employee, the Administrator may require interim reports on the condition of the patient from the attending physician and/or a Township medical physician.

3. The Administrator reserves the right, in such cases where there is a difference of professional opinion, to require the employee to submit to an examination by a third doctor at Township expense.

4. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

5. No employee shall be allowed to work and endanger the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Township physician for an opinion as to fitness for duty.

6. Sick leave with pay shall not be allowed under the following conditions:

a. When the employee under medical care fails to carry out the orders of the attending physician.

b. When, in the opinion of the Township medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions.

c. When, in the opinion of the Township medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

d. When the employee does not report to the Township medical physician, as directed.

7. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day except in A(3) above.

8. Once sick leave is exhausted, an employee is classified "unpaid sick" and all other aspects of the sick leave policy remain in effect. In unusual cases of prolonged illness, the Township may, by resolution, grant Sick Leave at one-half (1/2) rate of pay to an employee over the time allowed and available for use in Section 1 above, to a maximum of twenty-six (26) additional weeks, such pay to be reduced by any Social Security Disability benefits received or any other disability benefits received provided by a program authorized by the Township. No request for such Sick Leave shall be initiated until all other leave, such as compensatory time, vacation time, etc. is exhausted.

9. Once sick leave is exhausted, an employee may be eligible to receive state or federal disability payments, including Social Security. Any employee applying for disability benefits is required to furnish proof of application to the Township, along with proof of receipt or denial of such benefits.

F. Sick Leave Confinement Restriction

1. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on workers compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question, with the following exceptions:

- a. To report for medical attention, doctor's office or hospital.
- b. To engage in the exercise of his/her right to vote or attend religious services.
- c. If an emergency necessitates his/her absence.
- d. Upon recommendation of the Department Head and approval of the Township Administrator with Physician's approval (at sole discretion of the Township).

2. The supervisor may visit the employee who is on sick leave or workers compensation leave at his/her residence or place of confinement. Such visits shall be recorded on the sick leave form.

3. The supervisor may telephone the employee who has reported on sick leave or is on workers compensation leave at his/her place of confinement during the scheduled workday(s).

ARTICLE 11
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) calendar days.

B. The "immediate family" shall be defined as follows: spouse, children, siblings, parents, in-laws (mother, father), step-children, and dependents residing in household.

C. One (1) day will be granted to attend the funeral of the following: grandparents, grandchildren, step children not residing in household.

D. Reasonable verification of the event may be required by the Township.

E. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE 12

HOLIDAYS

A. Each employee shall be paid one (1) full day's pay without working for each day recognized as a Holiday in this Agreement for a total of thirteen (13) Holidays per calendar year.

B. The Township has sole discretion as to the selection of the thirteen paid holidays, which may include the following:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Christmas

Independence Day. Any Holiday falling on a Saturday shall be celebrated the preceding Friday. Any Holiday falling on a Sunday will be celebrated the following Monday, pursuant to the schedule set forth in B of this Article.

C. For an employee whose regularly scheduled work includes Saturday and/or Sunday, Holidays which fall during regularly scheduled work week or on employee's day off will be observed in such a way that the Employee will receive the same number of consecutive days off as though the employee's regular work week were Monday through Friday. The employee will also have the option to arrange a Holiday celebration schedule mutually acceptable to the employee and the Township Administrator.

ARTICLE 13

VACATION

A. As of January 1 of an employee's anniversary date, the employee shall be entitled to the following vacation schedule:

1. For employees starting on or after January 1, but on or before May 31, and after five (5) calendar months of continuous employment, shall receive five (5) vacation days in the calendar year of hire;

2. For employees starting on or after January 1, but on or before May 31, and after ten (10) calendar months of continuous employment, shall receive ten (10) vacation days in the following calendar year;

3. For employees starting on or after June 1, but on or before December 31, and after ten (10) calendar months or more of continuous employment, shall receive ten (10) vacation days;

4. After the start of the second continuous full year of employment you will receive ten (10) vacation days;

5. After the start of the 5th continuous full year of employment you will receive fifteen (15) vacation days;

6. After the start of the 15th continuous full years of employment you will receive twenty (20) vacation days;

7. After the start of the 25th continuous full year of employment you will receive twenty five (25) vacation days.

B. Each staff member's choice of vacation time will be given consideration subject to seniority and efficient staffing of the Township Administrator.

C. Part-time employees will earn vacation time in accordance with the existing Township policy (two weeks based upon number of hours worked after the defined period of service).

ARTICLE 14
PERSONAL DAYS

All staff members are allowed three (3) days annually for religious, legal, educational or other personal business to be taken at the discretion of the Township Administrator. These days are not cumulative and must be requested in advance when possible.

ARTICLE 15
WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Department Head.

B. Employees may not return to work without a certification from the attending physician or Township medical physician that they are capable of returning to work.

C. Leave of Absence as a Result of Injury in the Line of Duty

1. When an employee is injured in the line of duty, the Township shall provide the employee with full pay for a period not to exceed twenty (20) weeks. Employee shall submit any workers compensation payments to the Township. After the twentieth (20th) week, employees shall be entitled to receive the statutory compensation as outlined in statute and the Township Carrier's regulations.

2. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

D. The Township will institute a light duty policy.

ARTICLE 16
MILITARY LEAVE

The Township will comply with all state and federal laws and guidelines pertaining to military leave.

ARTICLE 17

JURY LEAVE AND COURT APPEARANCE

A. Full-time employees called for jury duty or as a witness in court arising out of his/her Township responsibilities will be granted leave with pay, minus any fees received from the courts.

B. An employee who is called to jury duty or as a witness in court must immediately notify his/her Department Head and provide a copy of the Jury Summons, Subpoena or other document notifying the employee of the court appearance.

C. If employee is released prior to 1:00 p.m., you must contact your Department Head to see if your presence is required at work and it is in the sole discretion of the Department Head if the employee is to return to work on such day. Such decision shall not be grievable, nor subject to binding arbitration.

D. Part-time employees have the ability to make up any missed hours of work due to jury duty at the sole discretion of the Department Head but the employee may not work beyond the pay period.

ARTICLE 18
LEAVE OF ABSENCE WITHOUT PAY

A. Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his Supervisor, who will append his recommendations and forward the request to the Township Administrator.

B. The Governing Body will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another.

C. Any request for extension of time shall be at the discretion of the Employer.

D. Such leave of absence shall not be deemed to be part of the term of employment.

E. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be grievable, but not subject to binding arbitration.

ARTICLE 19
HEALTH AND SAFETY

A. The Township will continue to provide for the safety and health of its employees during the hours of employment, and the provision for health and safety set forth in the Township's handbook shall continue to apply to all employees covered hereunder.

B. In the event that it is determined that it is hazardous or unhealthful for employees to occupy all or any portion of the premises maintained by the Employer, the Employer shall not require employees to continue to work in such hazardous or unhealthful environment until such time as the condition is corrected or abated. Whenever possible, employees in the affected area may be reassigned to a non-hazardous area.

C. If employees need to vacate the premises because of unhealthy or unsafe conditions, they shall not suffer any loss of pay for that day.

D. It is agreed that hazardous or unhealthful conditions will be considered to exist when any violation of the Cranford Township health code, PEOSHA regulations or the New Jersey Indoor Air Quality Standards is evident.

ARTICLE 20
HEALTH INSURANCE

A. Full-Time Employees

1. After sixty (60) days of full-time employment, the employees will receive health benefits coverage in accordance with the rules and regulations of the carrier. Eligible dependents (spouse and children through the end of the year of their twenty-third birthday) are also covered at no charge under the Family Plan.

2. For all eligible employees the Township shall pay the cost of the current plan designated as Direct Access 10. Any such employee may elect a higher cost health plan (currently, the "Direct Access 8") provided that the employee shall pay 1% of base salary to be made by payroll deduction, based upon twenty-four (24) payrolls.

3. All full-time eligible employees and eligible dependents are covered by Prescription and Dental Insurance plans. Coverage begins immediately upon employment.

4. For all employees hired after July 1, 2008, the following employee contributions

a. **for dental coverage shall apply:**For salaries under \$50,000, contribution of 7% of the premium

b. For salaries between \$50,000 and \$100,000, contribution of 14% of the premium

c. For salaries over \$100,000, contribution of 21% of the premium

5. Effective October 1, 2009, prescription co-pays shall be as follows:

<u>Year</u>	<u>Mail-Ins</u>	<u>Generic</u>	<u>Preferred Brands</u>	<u>Brand Name</u>
All	\$-0-	\$10.00	\$20.00	\$35.00

Any of the existing insurance plans may be changed by the Township during the term of this Agreement provided the coverage is at least substantially similar or greater than the existing coverage. If allowed, by the insurance carriers, part-time employees may purchase prescription and dental benefits at the Township's group rate.

B. **Retirement**

1. **Eligibility**

Each regular, full-time permanent employee in full-pay status and actively at work performing assigned duties having accrued twenty-five (25) or more years of creditable service as a full-time employee of the Township: (i) becomes eligible in all respects for pension benefits in accordance with rules and regulations of the Division of Pensions, New Jersey Department of the Treasury; (ii) been awarded a pension, shall be entitled to medical benefits while in retired status as set forth in this Section of the Article. Employee hired after December 31, 2009, upon retirement, shall receive the same benefits as active employees.

2. **Hospitalization**

The Township shall contribute towards a Group Hospitalization, Medical Surgical and Major Medical Plan(s) three percent (3%) of the monthly premium for each complete year of creditable service as a full-time employee of the Township for each employee who retires in a manner hereinabove set forth above in Section 1 of this Article and the immediate dependents at time of retirement.

3. **Dental Insurance**

A Township employee retiring in a manner set forth above in B. 1 of this Article is entitled to continue in the Dental Insurance Plan, as well as the eligible immediate dependents at time of retirement at Retiree's expense.

4. **Prescription Insurance**

The Township shall contribute towards a Prescription Plan three percent (3%) of the monthly premium for each complete year of creditable service as a full-time township

employee who retires in a manner hereinabove set forth above in B. 1 of this Article and the immediate dependents at time of retirement.

5. **Medicare**

Retiree and immediate family at time of retirement must, when eligible, enroll and be covered under Social Security (Medicare) Health Insurance Parts A and/or B in order to continue in the Township's contracted Hospitalization Insurance Plan.

6. **Coverage After Sixty-Five (65)**

Retiree and spouse, after turning 65, can continue in Township's contracted Plans under the conditions as set forth in Sections 1 and 5 of this Article. In the event Retiree precedes a spouse in death and spouse has not remarried, the spouse and eligible immediate dependents may continue to participate in the aforesaid Township contracted group Plan(s) under the conditions set forth in Sections 1 through 5.

7. **Other Coverage**

In the event Retiree or spouse is eligible to participate in Hospitalization, Medical Surgical and/or Major Medical Plans through a place of employment, the Township shall have the option to terminate eligibility to participate in the aforesaid Township contracted Plan(s).

ARTICLE 21
LABOR/MANAGEMENT MEETINGS

Labor/Management Meetings to discuss non-contract issues considered important either by the Union or the Employer, may be arranged by mutual agreement between the Union representative and the Township Administrator. Meetings shall be attended by such representative for the parties as they deem useful to the discussion.

Arrangements for the time, date, agenda, duration and place of such meetings shall be mutually agreeable and made in advance, and shall include a proposed list of employees who will attend, and an agenda of the matters to be discussed. The members of the Union attending such meetings shall not lose time or pay for time so spent.

ARTICLE 22
TERMINAL LEAVE

A. Each regular, full-time, permanent Employee hired prior to January 1, 2004 in full-pay status and actively at work performing assigned duties having: (1) accrued fifteen (15) or more years of creditable service as a full-time Employee with the Township of Cranford; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Division of Pensions, New Jersey Department of the Treasury; (3) retired; and (4) been awarded a pension, shall be entitled to Terminal Leave at the rate of two (2) days of pay at the then current daily rate of pay for each complete year of creditable service as a full-time Employee with the Township of Cranford.

B. Any remaining earned leave time balances accrued, *i.e.*, vacation, administrative leave, or compensatory time, will also be paid in full upon separation.

C. Any remaining accrued but unused sick leave up to one hundred and thirty (130) days shall be paid at a rate of one (1) for four (4) days, to a maximum of thirty two and one-half (32.5) days at the employee's current rate of pay.

D. This Article shall not apply to any Employee hired on or after January 1, 2004.

ARTICLE 23
DISPATCHERS

A. All provisions of this Agreement apply to Dispatchers unless otherwise stated in this Article.

B. Dispatchers will work a 4 days on, 4 days off shift consisting of a 10-hour day with 1 hour for lunch.

C. Dispatchers will receive vacation time in accordance with the terms of a 37.5 hour employee. For vacation purposes, all Dispatchers will have an Anniversary Date of January 1 for the year of hire.

D. Holidays requested to be taken off from January 1 through June 30 will have to be identified in writing prior to December 1 of the prior year. Holidays requested to be taken off from July 1 through December 31 will need to be identified prior to March 1.

E. If a Dispatcher is required to report to Jury Duty, the days served as a juror will be counted as days worked. Written notice of Jury Duty must be presented to the Chief within 72 hours of receipt of such notice to the Dispatcher.

F. A three-hundred dollar (\$300.00) increase to base pay in lieu of a clothing allowance will take effect in 2010. In calendar year 2009, a clothing allowance of three-hundred dollars (\$300.00) shall be paid to each dispatcher.

G. A two (2) hour minimum Call-In at one and one-half times (1-1/2) the rate of pay will be given if a Dispatcher is called in to cover another Dispatcher's shift or part of a shift.

ARTICLE 24
DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, gender, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 25
PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of six (6) months from the date of hire. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. A probationary employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement.

B. The probationary period may be extended at the discretion of the Department Head with the approval of the Township Administrator for a period of forty five (45) days.

ARTICLE 26
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and existing, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 27
ACCESS TO PERSONNEL FILES

Upon request and with reasonable notice, an employee shall have the opportunity to review and examine his/her personnel file in the presence of the Department Head or his designee. If the employee wishes to place a response in the personnel file to any document he/she observes, such response shall be completed within ten (10) days of review of the file.

ARTICLE 28
OUTSIDE EMPLOYMENT

- A. Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal hours of work with the Township.
- B. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency.

ARTICLE 29
FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2007 to and including December 31, 2009, and from year to year thereafter, unless one party or the other gives notice, in writing, no later than sixty (60) days prior to the expiration of this Agreement of the desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

CWA LOCAL 1031

By: _____
CWA

By: _____

By: _____

By: _____

TOWNSHIP OF CRANFORD

By: _____

By: _____

By: _____

By: _____

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